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PATENT

Atty. Docket No.: A-67209-6/RMS/DCF (469240-00051)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<i>In re</i> application of:	)	Examiner: SANGHAVI, Hemang
WALT, <i>et al.</i>	)	Group Art Unit: 2874
Serial No.: 09/925,292	)	<b>Express Mail Label No. EV 424741935 US</b>
Filed: August 8, 2001	)	<b>Date of Deposit: June 30, 2004</b>
For: TARGET ANALYTE SENSORS	)	
UTILIZING MICROSPHERES	)	
_____	)	

**TERMINAL DISCLAIMER**

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Enclosed you will find a check covering the requisite fee for the Terminal Disclaimer submitted herein. Please charge any additional fees, including extension fees, or credit overpayments, to Deposit Account No. 50-2319 (Order No. A-67209-6/RMS/DCF (469420-00051)).

Trustees of Tufts College represents they are the assignees of the entire right, title and interest of U.S. Patent Application Serial No. 09/925,292 filed August 8, 2001. Written assignment proof of such assignment vested in Trustees of Tufts College for said application submitted herewith.

SF-1127495\_1

Serial No.: 09/925,292  
Filed: August 8, 2001

The Trustees of Tufts College hereby disclaims that terminal portion of any patent granted on said U.S. Patent Application Serial No. 09/925,292, filed August 8, 2001 that would extend beyond the expiration date of U.S. Patent 6,327,410, and hereby warrants that any patent so granted on said U.S. Patent Application Serial No. 09/925,292 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said U.S. Patent No. 6,327,410, this disclaimer to run with any patent granted on said U.S. Patent Application Serial No. 09/925,292 and to be binding upon the grantee/assignee, its successors or assigns.

The Assignee has reviewed the evidentiary documents referred to in the present Terminal Disclaimer in the chain of title of the present application and patent identified above, and it is certified that, to the best of assignee's knowledge and belief, title is in the assignees The Trustees of Tufts College identified above.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173, of U.S. Patent 6,327,410, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims

Serial No.: 09/925,292  
Filed: August 8, 2001

canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Date: June 30, 2004

Signature: David C. Zutter 44,685  
for Robin M. Silva  
Reg. No. 38,304

A large, bold, black stamp that reads "COPY" in a sans-serif font. To the left of the word is a small icon of a document with a folded corner.

Docket No. TU-98-05

ASSIGNMENT

WHEREAS, we, David R. Walt and Karri L. Michael, have invented a certain improvement in "TARGET ANALYTE SENSORS UTILIZING MICROSPHERES" described in an application for Letters Patent of the United States, Serial No. 09/151,877, filed September 11, 1998.

WHEREAS, Trustees of Tufts College (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at Medford, Massachusetts 02155 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout, the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

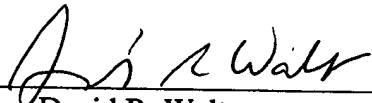
AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives;

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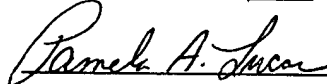
2

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:   
David R. Walt

State/Commonwealth of Massachusetts  
County of Middlesex

Then personally appeared before me the above-named David R. Walt and acknowledged that he executed the foregoing instrument as his free act and deed this 17<sup>th</sup> day of March 1999.

 Notary Public

(SEAL)

Pamela A. Lucas (print name)

My Commission expires on Jan. 20, 2006

-----  
Inventor: \_\_\_\_\_  
Karri L. Michael

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

Then personally appeared before me the above-named Karri L. Michael and acknowledged that she executed the foregoing instrument as her free act and deed this \_\_\_\_ day of \_\_\_\_\_ 1999.

\_\_\_\_\_  
Notary Public

(SEAL)

\_\_\_\_\_  
(print name)

My Commission expires on \_\_\_\_\_



## ASSIGNMENT

WHEREAS, the undersigned,

(1) David R. Walt, (2) Karri L. Ballard,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,  
(hereinafter termed "Inventors"), residents of  
(1) Lexington, (2) Pflugerville,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,  
respectively, Counties of  
(1) Middlesex, (2) Travis,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,  
respectively, States of  
(1) Massachusetts, (2) Texas,  
(3) \_\_\_\_\_, (4) \_\_\_\_\_,  
respectively, have invented certain new and useful improvements in

### TARGET ANALYTE SENSORS UTILIZING MICROSPHERES

and have executed an application for a United States patent disclosing and identifying the invention having Serial No. 09/151,877 and filing date of September 11, 1998; and

WHEREAS, Trustees of Tufts College, Tufts University, a corporation of the State of Massachusetts, having a place of business at Ballou Hall, Medford, State of Massachusetts, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.



**COPY**

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:





# COPY

Date: \_\_\_\_\_ (1) \_\_\_\_\_  
David R. Walt

County of \_\_\_\_\_, )  
ss.  
State of \_\_\_\_\_.)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, Notary  
Public of the State of \_\_\_\_\_, personally appeared (1) David R. Walt,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed  
to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by  
his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

 **COPY**Date: 6-29-04

(2)

Karrie L. Ballard  
Karrie L. Ballard

County of \_\_\_\_\_

State of \_\_\_\_\_

)  
33.  
)

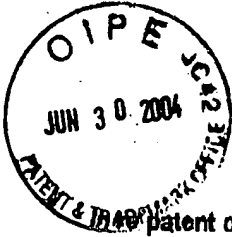
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2004, before me, \_\_\_\_\_, Notary Public  
of the State of \_\_\_\_\_, personally appeared (2) Karrie L. Ballard, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and  
acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument  
the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

U.S. Patent No. 6,327,410  
Issued: December 4, 2001



Attorney Docket No. A-67209-1/RMS/DCF/NHT (468420-54) **PATENT**  
Express Mail \_\_\_\_\_

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

patent of:

WALT *et al.*,

United States Patent No: 6,327,410

Issued: December 4, 2001

For: **TARGET ANALYTE SENSORS  
UTILIZING MICROSPHERES**

**AFFIDAVIT OF INVENTOR TO EFFECT NAME CHANGE UNDER 37 C.F.R. § 1.162 AND  
M.P.E.P. § 605.04(c)**

I, Karri L. Ballard, hereby declare that:

1. I am an inventor of the above-identified patent under the name of "Karri L. Michael".
2. I have since married and legally changed my name to Karri L. Ballard.
3. I would like to change my name as listed on the patent to "Karri L. Michael-Ballard" so that patent searches can be performed with both my maiden and married names.

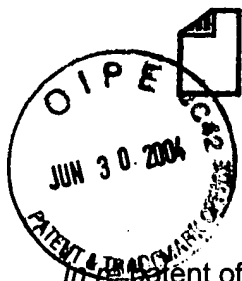
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001.

6-29-04  
Date

Karri L. Michael  
Karri L. Michael  
(old name)

Karri L. Michael-Ballard  
Karri L. Michael-Ballard  
(new name)

PATENT



Attorney Docket No. A-67209-1/RMS/DCF (469420-00054)

Express Mail EV 424741921 US

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re patent of:

WALT, *et al.*

United States Patent No: 6,327,410

Issued: December 4, 2001

For: **TARGET ANALYTE SENSORS  
UTILIZING MICROSPHERES**

**PETITION FOR INVENTOR NAME CHANGE UNDER 37 C.F.R. § 1.182 AND**

**M.P.E.P. § 605.04(c)**

Mail Stop Office of Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Applicants hereby petition the Office of Petitions under 37 C.F.R. § 1.182 and M.P.E.P. § 605.04(c) to effect an inventor name change for the above-identified patent. Enclosed are the following:

1. Affidavit of Inventor to Effect Name Change Under 37 C.F.R. § 1.182 and M.P.E.P. § 605.04(c);
2. A check of \$130.00 as the requisite fee under 37 C.F.R. § 1.17(h); and
3. Return Postcard.



Applicants are of the belief that no other fees are due in connection with this request. The Commissioner, however, is hereby authorized to charge any additional required fees, or credit any overpayment, to Deposit Account No. 50-2319 (Our Order No. A-67209-1/RMS/DCF (469420-00054)).

#### STATEMENT OF THE FACTS

Karri L. Michael is an inventor of the above-identified U.S. Patent, which names David R. Walt and Karri L. Michael as inventors. See U.S. Patent No. 6,327,410.

Karri L. Michael has married since the issuance of the patent and has changed her name to Karri L. Ballard. See Karri L. Ballard Affidavit (submitted herewith).

#### ARGUMENT

Because the inventor has taken her married name, Applicant petitions the Commissioner to change her name on the above-identified patent to recite "Karri L. Michael-Ballard." Applicant believes such a change would enable patent searches based on both the inventor's maiden and married names.

#### CONCLUSION

Please direct any calls in connection with this application to the undersigned at (415) 781-1989.

Respectfully submitted,

DORSEY & WHITNEY LLP

Dated:

June 30, 2004

BY:

David C. Foster

David C. Foster, Reg. No. 44,685  
Robin M. Silva, Reg. No. 38, 304  
Filed under § 1.34(a)

Customer Number: **32940**  
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San Francisco, CA 94111-4187  
Telephone: (415) 781-1989  
Facsimile: (415) 398-3249